

## MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Chairman Menefee announced he was removing from the agenda to change the district system to a unit system. He stated that there was some public misunderstanding and there needed to be time to educate the public. The unit system will not remove services, but improve services and not take away from the Commissioners. The Commissioners will still have control of their district and the citizens will still contact their Commissioner for services in a unit system. The unit system would justify efficiently using taxpayer's money.

Senator Bill Holtzclaw and Representative Dan Williams addressed the Commission in relation to a noise ordinance for the County. Senator Holtzclaw stated that though the home rule process starts in the legislature; however, it first has to begin with a Commission Resolution. He said residents are contacting him concerning noise and he is asking the County to step forward and consider drafting a resolution that he would take to the legislature when it reconvenes in February. Senator Holtzclaw and Representative Williams ask the Commission to look at what the City of Athens noise ordinance and left a copy for their convenience.

Senator Holtzclaw also announced that Madison County opened a new satellite office in the City of Madison for car tag renewal. He stated he would like to see Limestone County partner with Madison County to include a desk for Limestone residents in the new satellite office. He alleged Madison County would welcome a Limestone County desk.

PRESENT: Gary Daly, Gerald Barksdale, James W. "Bill" Latimer, and Bill Daws.  
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Bill Daws and seconded by James W. "Bill" Latimer to approve the minutes of August 17 & 29, 2012.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by Gary Daly to approve the following claims

8/17/12	Check # 20702 - 20764	\$ 612,494.14
8/24/12	Check # 20765 - 20816	\$ 277,240.65
8/24/12	Check # 20817	\$ 4,561.14
8/31/12	Check # 20818 - 20908	<u>\$ 762,705.18</u>
	TOTAL	\$1,657,001.11

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with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Bill Daws to authorize the Chairman to execute the following resolution to approve a joint agreement between the City of Athens and Limestone County to solicit bids for the provision of internet services.

### RESOLUTION

#### **A RESOLUTION APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF ATHENS AND LIMESTONE COUNTY TO SOLICIT BIDS FOR THE PROVISION OF INTERNET SERVICES**

**WHEREAS**, the Limestone County Commission, the governing body of Limestone County, Alabama (the "County"), wishes to procure internet connectivity service; and,

**WHEREAS**, the City Council of Athens, Alabama (the "City"), also wishes to procure internet connectivity service; and,

**WHEREAS**, the City and the County are authorized by § 41-16-50(b) of the *Code of Alabama* to provide, by joint agreement entered into by ordinance and resolution, respectively, for the solicitation of bids and purchase of services used by their respective agencies; and,

**WHEREAS**, the Joint Agreement to Solicit Bids for the Provision of Internet Services, enclosed herewith as **Exhibit A**, provides for the solicitation of such bids.

**THEREFORE BE IT RESOLVED BY THE LIMESTONE COUNTY COMMISSION** as follows:

1. The Chairman, acting on behalf of the County, is authorized to execute a Joint Agreement with the City to solicit bids for joint internet service that is in substantially the same form as shown in **Exhibit A** hereto.

2. The Chairman is further authorized and directed to include in such Joint Agreement, such other, further and additional terms for the protection of the County as the Chairman may deem necessary and proper, and the Chairman is authorized to take actions and execute such other and further documents as may be necessary to effect and carry out the transactions contemplated by this Resolution.

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3. This Resolution is contingent upon the City's adoption of a substantially similar ordinance, resolution or other measure to the same effect as this Resolution.

**ADOPTED** this the 4<sup>th</sup> day of September, 2012.

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Stanley Menefee, Chairman  
Limestone County Commission

**ATTEST:**

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Pam Ball, County Administrator  
Limestone County Commission

### **Joint Agreement to Solicit Bids for the Provision of Internet Services**

**WHEREAS**, the City of Athens, Alabama (the "City") and Limestone County, Alabama (the "County") wish to procure internet connectivity service for their respective needs;

**WHEREAS**, this procurement of internet connectivity service is subject to the State of Alabama's competitive bid law requirement under § 41-16-50 of the *Code of Alabama*; and

**WHEREAS**, § 41-16-50 of the *Code of Alabama* authorizes joint agreements between cities and counties.

**IT IS THEREFORE UNDERSTOOD AND AGREED THAT** the City and County will jointly solicit bids to provide internet connectivity service in the following manner:

1. The parties have jointly created the Limestone County/City of Athens Joint Internet Bid attached hereto as **Exhibit 1** (the "Bid"). The terms of the Bid are incorporated herein by reference. The Bid may be revised by the joint bidding agent prior to issuance, so long as such changes have been approved by Dale Haymon, the City's Information Technology Director.

2. The bid shall be advertised by posting notice in accordance with §41-16-54(a) of The *Code of Alabama*, sending notice to all vendors on the current County and/or City bid list for internet service providers, and such other and further posting as the joint bidding agent may find reasonably useful. Any contract shall be awarded to the lowest responsible bidder in accordance with applicable law and the provisions in the Bid.

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3. The method of payment by each party for the awarded internet connectivity Service shall be as follows: the City and County shall each pay 50% of the cost of any internet service awarded. The invoice will be sent to the City, and the City will invoice the County for its share of the cost.

4. The joint bidding agent shall be David Freeman. The joint bidding agent shall be responsible for issuing all bid advertisements and notices, and for coordinating and managing the bidding process. The joint bidding agent shall cause the bids to be opened at a time and place specified in the advertisement. Thereafter, the joint bidding agent shall review all the bids and provide a report to the City and County concerning the bidder he believes to be the lowest responsible bidder. Such lowest responsible bidder must then be approved by both the City and County in order to provide internet connectivity service jointly to the City and County.

5. This Agreement constitutes the entire understanding and agreement between the parties regarding the joint procurement of internet services and supersedes all prior agreements between the parties regarding the subject matter hereof.

6. Any modification or change in this Agreement shall not become a part of the Agreement unless written and signed by both parties.

**THIS AGREEMENT** is made on this the 4<sup>th</sup> day of September, 2012 between **LIMESTONE COUNTY, ALABAMA and CITY OF ATHENS, ALABAMA.**

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Bill Daws and seconded by Gary Daly to authorize the Chairman to execute a service agreement with the Mental Health Center of North Central Alabama for a Juvenile Court Liaison, in the amount of \$55,000 annually.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by James W. "Bill" Latimer to approve a Cooperative Agreement for an Emergency Management Performance Grant (# 2EMF) in the amount of \$47,595.00.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

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**MOTION** was made by James W. "Bill" Latimer and seconded by Bill Daws to approve TARCOG Medicaid Waiver Program contracts for 2013.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Gerald Barksdale to approve the following merit increase, which is included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Stanley Hill	Foreman	9/01/12

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by Bill Daws to approve the following subdivisions:

Name	S/D Type	Approval Type	Lots	District	Location
Legacy Grove Add No. 6	Major	Final	22	2	North of Newby Road, extending Legacy Grove Addition No. 4
Wales Manor II (Re-subdivide Lots 13, 15-19)	Minor	Preliminary & Final	6	2	East of Mooresville Road, south of Hwy 72

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Bill Daws and seconded by James W. "Bill" Latimer to approve a request from Tanya T. Aycock to abandon the utility and drainage easement between Lots 15 and 16 of Cotton Country Phase II.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

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**MOTION** was made by James W. “Bill” Latimer and seconded by Gary Daly to approve the following bridge weight limits:

- Pinedale Road over Limestone Creek Relief(113)  
Current: 35 tons      Should Be: 34 tons
- Lucas Ferry Road over Mud Creek(139)  
Current: 17 tons      Should Be: 9 tons

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. “Bill” Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

**MOTION** was made by Gerald Barksdale and seconded by Gary Daly to approve the following updated employee policies:

- Usage of Wireless Communication Devices while Driving
- Loading & Unloading Equipment for Transport
- Vehicle Fleet Safety

### **Usage of Wireless Communication Devices while Driving**

Inattentive Driving – Cell phones, Blackberries, and Other Devices

1. The Limestone County Commission has provided employees with certain equipment, including cellular phones, personal digital assistant (PDA) devices (i.e. Blackberries, Palm Pilots, etc.) laptop/portable computers and other equipment to assist employees in accomplishing their job duties.
2. When using Limestone County Commission equipment or when using the employee’s own equipment for work purposes, employees are expected to exercise care and follow all operating instructions, safety standards, and guidelines.
3. Employees using cellularphones, PDA devices, and like devices for work or personal purposes while operating a motor vehicle provided by the Limestone County Commission or while operating their own or another vehicle for work purposes, including traveling to or from business meetings are expected to exercise extreme caution and defensive safety practices in all situations. If such communication and devices are necessary to perform one’s job duties, the employees are encouraged to use the devices with a hands-free option.
4. Employees shall refrain from engaging in any other activities while driving that might lead to inattention toward their primary responsibility: **operating the motor vehicle safely with full attention given to driving.**

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5. In addition to compliance with this policy, all employees are expected to follow applicable state, federal and local laws or regulations regarding the use of cell phones and PDA's at all times.

Failure to follow this policy may result in disciplinary action being taken.

Adopted by Limestone County Commission: September 4, 2012

### **Loading & Unloading Equipment for Transport Policy**

1. No one should ever load or unload heavy equipment on a truck, trailer or lowboy alone.
2. The equipment operator should always use a spotter when loading & unloading equipment.
3. Always, use three points of contact when mounting or dismounting the truck, trailer, or lowboy.
4. Only experienced equipment operators should be allowed to load and unload the equipment.
5. Always inspect the truck, trailer, lowboy and tie down equipment to insure they function properly.
6. Always park the truck, trailer, lowboy, etc. on a solid level surface that can easily support the load.
7. Make every effort to park the truck, trailer, or lowboy in an open area with good visibility on all sides.
8. Never park the truck, trailer or lowboy under power lines when loading and unloading equipment.
9. If a public road is necessary for loading and unloading equipment always use flaggers and signs.
10. When loading and unloading equipment, always set the brakes on the transport or chock the wheels.
11. The North American Cargo Securement Act standards must be used to properly bind and secure loads.

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12. All accessory equipment such as booms, blades, buckets, bush hogs, etc. must be completely lowered & secured as outlined in the 2004 North American Cargo Securement Act.
13. All truck, trailer and lowboy lights should be working properly when hauling on public roads.
14. The sides and back of the truck, trailer and lowboy must be equipped with reflective tape.
15. The rated capacity of all chains and binders must equal at least half the weights of the secured equipment.
16. "Oversized Load" signs must be secured to the front of the truck & rear when the load extends beyond the side and/or rear of the truck, trailer, or lowboy.
17. Use "escort" vehicles to accompany oversize loads traveling on public roads and highways.
18. Secure and check all ramps prior to traveling on public highways.
19. Before a trip begins, know the total height of loaded equipment and the height of all bridges and overhead lines in your path of travel.

Adopted by the Limestone County Commission: September 4, 2012

### Vehicle Fleet Safety Policy

#### General Rules

All employees shall:

1. Understand their assigned tasks related to operation of a fleet vehicle.
2. Never leave the scene of accident without notifying the proper personnel.
3. Apply the proper training and equipment to safely operate a motor vehicle.
4. Take extra precautions and drive defensively.
5. Comply with and be subject to disciplinary actions in accordance with the Driver License Requirements set forth in this chapter.
6. Be alert to all activities on or near the roadway and always be prepared to slow or stop suddenly.
7. Be on guard to expect the unexpected and have a plan for alternatives.
8. Shall obey all traffic laws and wear seat belts-**NO EXCEPTIONS.**



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9. Perform a daily inspection of their vehicle and equipment to ensure it/they (i.e. lights, horn, wipers, brakes, warning devices, tires, etc.) is clean and working properly. Drivers should never knowingly drive an unsafe or defective vehicle or equipment/machinery and should report the operational problem to the appropriate maintenance personnel.
10. Never drive a vehicle, equipment/machinery until defects have been corrected and the vehicle has been released for safe operations.
11. Upon direction from their department head, participate in any and all safety and defensive driving training scheduled for them.
12. Never resort to road rage under any circumstances.
13. Turn the engine off and remove the ignition key from vehicles when parked.
14. Never allow passengers to ride on running boards, trailers, truck beds, hoods or any area other than seats.
15. Turn off ignition and do not smoke, use cell phones, blackberries, or other technical devices while fueling vehicle.
16. Shall not drive a County vehicle for personal use.

Approved by the Limestone County Commission: September 4, 2012

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

Chairman Menefee asked for a motion to bid demolition for the remainder of the old jail. Motion was made by Gary Daly. Fails for lack of a second motion.

**MOTION** was made by James W. "Bill" Latimer and seconded by Bill Daws to approve lease agreements for tenants at the L & S Property and for rental rates to be determined at the next work session.

STATE OF ALABAMA       )  
COUNTY OF LIMESTONE   )

### RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Limestone County Commission, the governing body of Limestone County, Alabama (hereinafter referred to as "Lessor"), and \_\_\_\_\_, an individual(s) (hereinafter referred to collectively, jointly, and severally as "Lessee").

### WITNESSETH:

That for and in consideration of the rents, covenants and conditions herein contained to be kept, performed and observed by Lessee and Lessor, the Lessor hereby rents and leases to Lessee, and Lessee does hereby rent and accept from Lessor, for the term herein specified, the

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following premises, which premises shall hereinafter be referred to as "the Leased Premises", and which premises shall be used by Lessee only as a residence of Lessee and his family, and for no other purposes, to wit:

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This Lease is granted and accepted upon the foregoing and upon the following terms, covenants, conditions, and stipulations, to-wit:

1. TERM. The term of this Lease shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, "the date of commencement", regardless of when this Lease is executed, and shall end \_\_\_\_\_ (\_\_\_\_) months thereafter on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (but in no event shall the this Lease term exceed one year). Should Lessee hold over possession at the expiration of the Lease, then the tenancy shall automatically become a month to month tenancy and all other terms and conditions contained herein shall remain in full force and effect.

2. RENT. Lessee agrees to pay to Lessor a monthly rental payment at the monthly rate of \$\_\_\_\_\_.00 payable on the 1<sup>st</sup> day of each and every month with the first payment due on the date of commencement, said date being the date set forth in section 1, and continuing each and every month thereafter through each month of the lease term. Rent is due and payable without further notice to Lessee.

If rent remains unpaid after the 10<sup>th</sup> day of the month same shall be considered late, and Lessor shall be entitled to serve written notice of the rent being late on Lessee. If rent is unpaid within seven (7) days after the service of a written notice by Lessor to Lessee indicating the tenancy will be terminated if rent is not paid within the seven (7) day period, Lessor may terminate this Lease and begin eviction proceedings.

If any check for rent is returned to Lessor for insufficient funds or other reason, both parties agree Lessor may treat such as non-payment and may proceed with service of notice of termination upon Lessee and any attempt to pay shall include any necessary fees as well as a \_\_\_\_\_ dollar (\$\_\_\_\_\_.00) fee for the costs and expenses incurred by Lessor in connection with the handling of the returned check. Lessor shall not be required to accept the monthly rental payment unless all late fees and returned check fees are included in full with the rental payment.

It is acknowledged by Lessee that, in accordance with Alabama law, Lessee may not withhold payment of rent, while in possession, to enforce any of the Lessee's rights contained herein.

3. SECURITY AND CLEANING DEPOSIT. Lessee agrees to deposit an amount equal to \$\_\_\_\_\_.00 with Lessor upon execution of this Lease, as security for Lessee's fulfillment of the conditions of this Lease. Said deposit is not to be considered as an advance rental payment and Lessor agrees that if the Lessee has complied with all the following covenants, Lessor will refund said deposit by mail to the address furnished by Lessee, within thirty-five (35) days of termination of the tenancy and delivery of possession. Lessor may deem possession not delivered by Lessee to Lessor until such time as Lessee returns to Lessor any and all keys to the Leased Premises, but Lessor may choose to deem the tenancy terminated in accordance with other provisions contained herein. Refund of the Security Deposit is subject to compliance

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with the following conditions.

- (a) Lease term has expired or agreement has been terminated by both parties;
- (b) All monies due Lessor by Lessee have been paid;
- (c) The Leased Premises are not damaged and are left in their original condition, normal wear and tear excepted;
- (d) The Leased Premises are delivered to the Lessor in a clean condition, including the range, exhaust fan, bathrooms, closets, cabinets, walls, and carpet/flooring; and,
- (e) No damage to any common areas of the Leased Premises or grounds have been caused or attributed to by Lessee, or Lessee's guests and/or invitees.

Lessor, within thirty-five (35) days of the termination of tenancy, will forward to the last known address for Lessee, by first class mail, an itemized list of all deductions withheld from the security deposit. Lessee understands that this security deposit may not be applied as rent, but may be retained by Lessor upon termination of the Lease for payment of any unpaid rent, late fees, or returned check charges, as well as for the cost of labor and materials for any necessary cleaning and repairs required to be made for the failure of Lessee to return the Leased Premises in accordance with the agreements contained herein. Should Lessee not leave a proper forwarding address or otherwise claim the security deposit within one hundred eighty (180) days of termination of the tenancy the security deposit shall be forfeited to Lessor.

4. PETS. Pets shall only be permitted on the Leased Premises with the written consent of Lessor. However, any damages to the Leased Premises or common areas by pets will be paid for by the Lessee. In addition to the security deposit stated above, Lessee shall pay to the Lessor a pet deposit of \$\_\_\_\_\_.00 to insure compliance with this provision. All provisions regarding return of the security deposit stated above shall also apply to return of the pet deposit.

5. UTILITIES; PHONE; CABLE/INTERNET. Lessee agrees to acquire in its name and pay the cost of any electricity, water, gas, and trash removal service used in or upon the Leased Premises, which electricity, water, gas, and trash removal service shall for the purposes of this lease hereafter be referred to collectively as "utilities". Lessor shall be responsible for paying the costs of any utilities the consumption and uses of which can be directly attributed to the use or consumption by Lessor. Lessee shall promptly pay when due and keep current all charges for utilities used in or upon the Leased Premises, except as may be otherwise limited herein. Lessee acknowledges that electricity is required as part of the Lease and that Lessee shall at no time cancel or otherwise purposefully interrupt electrical service to the Leased Premises or same will constitute a violation of the terms of this Lease.

Lessee shall during the term hereof pay all charges for telephone, cable, internet service, and any and all other such desired services used upon the Leased Premises, including any connection fees, and shall hold Lessor harmless from any loss or interruption thereof to the extent allowed by law. Lessee further acknowledges that in addition to at all times paying for any desired cable service, that satellite dishes are not allowed on the Lease Premises or in the common areas without express consent and approval of Lessor as to type and location.

6. USE. Lessee shall not commit, or suffer to be committed, any waste on the Leased

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Premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose. Lessee shall insure that all of its guests and invitees shall abide by the same agreements contained herein, and Lessee shall be responsible for all actions of such guests or invitees in violation hereof.

### **7. MAINTENANCE AND REPAIR.**

A. OBLIGATIONS OF LESSOR: Lessor shall maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, required by law to be supplied by Lessor and shall otherwise make all repairs and do whatever is necessary to put and keep the Leased Premises in a habitable condition, except that Lessor shall not be required to make such repairs due to the intentional, reckless or negligent damages to the Leased Premises caused by Lessee, a member of Lessee's family, a guest, invitee or other person on the Leased Premises with the Lessee's consent.

B. OBLIGATIONS OF LESSEE: Lessee shall keep the Leased Premises as clean and safe as the condition of the Leased Premises permits; maintain and keep all plumbing fixtures in or on the Leased Premises as clear as their condition permits; use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other appliances and facilities located in or upon the Leased Premises; and not deliberately or negligently destroy, deface, damage, impair, or remove any part of the Leased Premises, or knowingly, recklessly or negligently permit any other person to do so. Lessee further agrees that said obligations shall also apply to the common areas.

C. NOTICES TO LESSOR REGARDING MAINTENANCE: Lessee shall give written notice to Lessor of any maintenance needs at the address provided below or at such other address as may in the future be given by Lessor to Lessee in writing. The notice shall state with specificity the maintenance needs requested.

D. MAINTENANCE REQUIREMENTS: Lessor shall have no less than fourteen (14) days after receipt of the notice to make the requested repairs. Lessor shall not be liable to make any repairs that are caused by the deliberate or negligent acts or omissions of the Lessee, Lessee's family, a guest, invitee or other person on the Leased Premises with the Lessee's consent.

E. NOTICES TO LESSEE REGARDING MAINTENANCE: Lessor shall give written notice to Lessee of any noncompliance with the above stated maintenance agreements by Lessee, at the address and according to the notice provisions stated hereafter. The notice shall specify the acts and omissions constituting the breach of said maintenance agreement. Lessee shall have fourteen (14) days to remedy the conditions stated in such notice or Lessee shall be deemed in default and the lease may be terminated after such time by Lessor. Should violation of the Lessee's maintenance obligations be deemed a health or safety violation or otherwise constitute an emergency situation, Lessor may make demand that Lessee make the required repairs or otherwise remedy the condition(s) within a shorter period of time. If Lessee fails to remedy the serious condition in the time requested or should Lessor reasonably believe that an immediate repair or remedy is necessary, Lessor may enter the Leased Premises and cause the work to be done in a workmanlike manner and submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date periodic rent is due.

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F. ACCESS FOR MAINTENANCE, REPAIRS AND EMERGENCIES: Lessee shall not unreasonably withhold consent to the Lessor, or any agent of Lessor, to enter the Leased Premises in order to inspect the Leased Premises, make necessary or agreed repairs, alterations, improvements, or supply necessary or agreed services. Lessor may enter the Leased Premises without the consent of the Lessee in case of emergency. Except in case of emergency or unless it is impracticable to do so, the Lessor shall give the Lessee at least two (2) days notice of the Lessor's intent to enter the Leased Premises in the manner required by Alabama law. Lessor shall enter the Leased Premises during reasonable hours if practicable. Should the Lessee unreasonably deny Lessor access, the Lessor may obtain injunctive relief to compel access or terminate the Lease, but in either case the Lessor may recover actual damages.

8. ALTERATIONS AND ADDITIONS. No alterations, additions or structural improvements may be made to the Leased Premises without the prior written consent of the Lessor. Any such alterations, additions or improvements made by Lessee without the prior written consent of Lessor will remain a part of the Leased Premises at the conclusion of the term of the Lease without reimbursement by Lessor to Lessees or, alternatively, may be removed by Lessor and the costs thereof shall be a charge to be paid by Lessee to Lessor.

Pictures, curtains and other decorative items may be hung without Lessor approval, but upon their removal the dwelling must be returned to its previous condition or the costs to perform same shall be deducted from the security deposit.

9. ABANDONMENT AND EXTENDED ABSENCE. Lessee shall give Lessor notice of any anticipated absences from the Leased Premises in excess of fourteen (14) days no later than the fifth (5<sup>th</sup>) day of the extended absence. If Lessee willfully fails to give said notice, Lessor may recover actual damages from the Lessee. During the extended absence the Lessor may enter into the Leased Premises at all times reasonably necessary.

Should the Lessee be absent from the Leased Premises for more than fourteen (14) days without giving the required notice to Lessor, unless Lessor has actual knowledge otherwise, Lessor may deem the property abandoned, reenter the Leased Premises and attempt to rent same in accordance with §35-9A-423(c) of the Code of Alabama. Should Lessee leave property on the Leased Premises more than fourteen (14) days after abandonment, the Lessor shall have no duty to store or protect said property and may dispose of it without obligation.

10. REMEDIES FOR DEFAULT. Should there be a material noncompliance by Lessee of any of the terms contained within this Lease, the Lessor may deliver a written notice to terminate the Lease to the Lessee specifying the acts or omissions constituting the breach and that the Lease shall terminate upon a date not less than fourteen (14) days after receipt of the notice. If the breach is not remedied within the fourteen (14) days after receipt of the notice to terminate the Lease, the Lease shall terminate on the date provided in the notice to terminate the Lease unless the Lessee adequately remedies the breach before the date specified in the notice, in which case the rental agreement shall not terminate. However, certain violations of this Lease, including, but not limited to, commission of illegal activity upon the Leased Premises, shall not be subject to cure and the breach may not be remedied.

If rent is unpaid when due and the Lessee fails to pay rent (and all other charges and fees associated therewith) after receipt of written notice to terminate the Lease for nonpayment

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and if the rent is not paid within the seven (7) day period, the Lessor may terminate the Lease at the expiration of the seven (7) day period. If a noncompliance of the Lease occurs under both this paragraph and the previous paragraph, the notice provision contained in this paragraph shall govern.

In addition to termination of the Lease and tenancy, the Lessor may recover actual damages and obtain injunctive relief for noncompliance by the Lessee with the provisions of this Lease. If Lessee's noncompliance is willful, Lessor may recover reasonable attorney's fees.

Should Lessee remain in possession without the Lessor's consent after termination of the tenancy, and should such action of Lessee be willful and not in good faith, not only may Lessor take all actions stated above, but Lessor may also recover an amount equal to rent for the months of occupation or the actual damages sustained by the Lessor, whichever is greater, including reasonable attorney's fees.

11. **INDEMNIFICATION.** The Lessee agrees to indemnify and hold the Lessor and the property of the Lessor, including the Leased Premises, free and harmless from any claims, liability, loss, damage, or expense resulting from the Lessees' use of the Leased Premises, to the extent allowed by law and not in contradiction or violation of the Alabama Uniform Residential Landlord and Tenant Act.

12. **FIRE AND CASUALTY DAMAGE.** If the Leased Premises, or a portion thereof, is damaged or destroyed by fire or casualty not caused by the Lessee to an extent that enjoyment of the Leased Premises is substantially impaired, the Lessee may either (i) immediately vacate the Leased Premises and notify the Lessor in writing within fourteen (14) days thereafter of the Lessee's intention to terminate the Lease, in which case the Lease terminates as of the date of vacating or (ii) if continued occupancy is lawful, vacate any part of the Leased Premises rendered unusable by the fire or casualty, in which case the Lessee's liability for rent is reduced in proportion to the diminution in the fair rental value of the Leased Premises.

If the Lease is terminated pursuant to the paragraph above, the Lessor shall return the security deposit less any earned rent not previously paid. Accounting for earned rent shall be made as of the date of the fire or other casualty.

13. **INSURANCE.** The Lessor shall maintain insurance coverage for the structural improvements contained on the Leased Premises and shall not be liable for the contents contained therein. Lessee is obligated to obtain renter's insurance for the contents stored or contained on the Leased Premises and shall be responsible for any loss sustained by failure to obtain such insurance for their benefit. Said renter's insurance policy shall list Lessor as an additional insured and shall contain a provision that it may not be terminated without providing written notice at least thirty (30) days prior to the termination of said insurance. Lessee will at all times during the Term of this Lease provide proof of such insurance upon the request by Lessor to provide same.

14. **QUIET ENJOYMENT.** Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights and privileges belonging in or otherwise appertaining thereto, during the full term or any extensions thereof. Lessor further warrants that Lessor has good and merchantable title to the Leased Premises.

## MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012

15. BINDING EFFECT AND ASSIGNMENT. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease. Lessee shall not assign or sublease the Leased Premises without the express written consent of the Lessor first had and obtained, which consent will not be unreasonably withheld.
16. LESSOR RIGHT TO TERMINATE. This Lease Agreement may be terminated by Lessor upon giving thirty (30) days notice to Lessee, and, in such event, Lessee shall only be obligated for the payment of rent due through such date of termination. In the event the date of termination shall be prior to the last day of a month, the rent due for the month of termination shall be prorated through the date of termination.
17. APPLICABLE LAW. This agreement shall be construed under and in accordance with the laws of the State of Alabama.
18. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
19. ENTIRE AGREEMENT. This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter within it.
20. AMENDMENT. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
21. REMEDIES CUMULATIVE. The rights and remedies provided by this Lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive his/her/its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
22. WAIVER. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
23. ATTORNEY'S FEES. Lessee agrees to pay to Lessor reasonable attorney's fees expended by Lessor in enforcement of this Lease when said fees are allowed by law, and only when payment of said fees are not in contradiction to the Act.
24. NOTICES. All notices or services of process required to be served shall be delivered to the following addresses:

To LESSOR at:

Limestone County Commission  
ATTN: Chairman  
310 W. Washington Street  
Athens, AL

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

To LESSEE at:

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Should either the Lessor's or Lessee's address for service change, both parties agree to provide written notice of such change to the other party.

Notices are deemed delivered three days after same are deposited in the United States Mail, first class postage prepaid. If required by law, in addition to notice by first class mail, notice shall also be posted upon the main door to the Leased Premises. Service may also be made personally upon the person designated above in lieu of mailing or posting.

25. INTENTION TO VACATE: Should Lessee intend to vacate the Leased Premises prior to the expiration of the Lease term set forth in Section 1 hereof, Lessee shall give Lessor no less than thirty (30) days notice of Lessee's intention to vacate early and shall pay an early termination fee equal to each month remaining on the Lease term. Upon vacation of the Leased Premises, return of all keys thereto, the providing of proper vacation notice, and payment of the early termination fee, this Lease shall be terminated subject to the return of the Security Deposit and Pet Deposit, if any.

26. **ADDITIONAL PROVISIONS:**

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IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

**LESSOR:**

**THE LIMESTONE COUNTY COMMISSION**

**ATTEST:**

By: \_\_\_\_\_  
Its: Chairman

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**LESSEE(S):**

**ATTEST:**



**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

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Signature

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Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

**STATE OF ALABAMA  
COUNTY OF LIMESTONE**

**LEASE AGREEMENT**

This Lease Agreement is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The Limestone County Commission, the governing body of Limestone County, Alabama (hereinafter referred to as "Lessor"), and \_\_\_\_\_, individually, and \_\_\_\_\_ [Registered Business Name], a \_\_\_\_\_ [State of Formation] business entity (hereinafter referred to collectively, jointly, and severally as "Lessee").

**WITNESSETH:**

That for and in consideration of the rents, covenants and conditions herein contained to be kept, performed and observed by Lessee and Lessor, the Lessor hereby rents and leases to Lessee, and Lessee does hereby rent and accept from Lessor, for the term herein specified, the following premises, which premises are generally located at 1301 N. Jefferson St., Athens, Alabama 35611 and shall hereinafter be referred to as "the Leased Premises", to wit:

\_\_\_\_\_  
For and in consideration of the terms, covenants, and conditions herein, it is agreed as follows:

1. This lease shall be for \_\_\_\_\_ (\_\_\_\_) months commencing the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

2. Lessee agrees to pay to Lessor a monthly rental payment at the monthly rate of \$\_\_\_\_\_.00 payable on the 1<sup>st</sup> day of each and every month with the first payment due on the date of commencement, said date being the date set forth in section 1, and continuing each and every month thereafter through the \_\_\_\_\_ (\_\_\_\_th) month of the lease term.

## MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012

3. All rent payments shall be made payable to Lessor and delivered to its main office at 310 W. Washington Street, Athens, Alabama 35611, or at any other place so designated by Lessor.

4. Rent not paid within 10 days of each due date shall be charged a \$\_\_\_\_.00 late charge which shall be due and payable with the monthly payment then due.

5. In the event Lessee fails to pay any installment of rent when due, or otherwise violates any of the terms and provisions of this lease, Lessor shall have the right to terminate this lease and immediately regain possession of the premises, or in the event Lessee shall abandon or vacate the premises before the end of the term, Lessor may re-let the premises upon terms satisfactory to them and Lessee shall remain liable for any deficiency in rental.

6. Said premises shall be used by Lessee only as a \_\_\_\_\_ or for any other lawful purpose approved by Lessor.

7. Lessor shall maintain fire insurance on the building and its real property. The Lessee shall be solely responsible for maintaining insurance on its personal property. Lessee shall procure and continue in force at Lessee's own cost and expense, general liability, professional liability and other insurance in an amount or amounts sufficient to insure against claims for injuries to persons and property occurring in, upon, about or from the Leased Premises during the term of this Lease. Lessee shall, at Lessee's own expense, insure its contents in the Leased Premises

8. Lessee shall be responsible and liable for any injury or damage done to the Leased Premises that has been caused by the Lessee, its employees, or any other person whom the Lessee permits to be in, on, or about the Leased Premises. The Lessee agrees to repair, cause to be repaired, or pay for any such damage or injury to the Leased Premises within a reasonable time upon being notified by the Lessor that the damage or injury to the Leased Premises has occurred and is an item of damage or injury covered under this Lease Agreement.

9. The Lessee shall make a refundable damage deposit to the Lessor in the amount of \$\_\_\_\_\_ and a refundable utility deposit to the Lessor in the amount of \$\_\_\_\_\_, which damage and utility deposits shall be refundable to the Lessee upon termination of the lease and provided the Leased Premises are clean and have suffered no damages as a result of the occupancy of the Lessee, normal wear, tear, and aging excepted.

10. The Lessor shall be responsible for maintenance, repair, and routine upkeep to the roof, exterior of the Leased Premises, and to heating, cooling, hot water heater and other such plumbing and electrical systems. Lessor shall not be responsible for the maintenance, repair, or routine upkeep of any trade fixtures, signage, or personal property of Lessee, whether interior or exterior.

11. Lessor shall own and retain title to all furniture, fixtures, and appliances located in the Leased Premises when Lessee occupies same, and Lessor may remove said property at any time with reasonable notice to Lessee.

## **MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

12. It is agreed that in the sole discretion of the Lessor, if Lessee is not taking care of said premises or keeping same in a clean and orderly condition, then Lessor shall have the right to terminate this agreement and be entitled to immediate possession of the Leased Premises.

13. Lessor shall not be liable for the damage, loss, or theft of Lessee property to the extent that such damage, loss, or theft of Lessee property is not the result of the Lessor or the Lessor's employees or agents.

14. Lessor shall not be liable for any damage to person or property sustained by the Lessee, its invitees, or other persons coming upon said premises for Lessee's purposes. Lessee shall indemnify and hold the Lessor harmless for any claim or claims of injury to persons or property occurring in, upon, about or from the Leased Premises, which obligation of indemnification shall survive the termination of this agreement for any acts, omissions, or claims arising from events during the Lease period.

15. Lessee shall not use or permit the use of the premises for any purpose which will injure Lessor's reputation in the area or increase fire hazards to the Leased Premises.

16. Lessee shall not install or remove light, bath, or other fixtures in or from the Leased Premises or any common area without the written consent of the Lessor.

17. Except as specifically provided otherwise herein, Lessor shall not be required to make any repairs or improvements to the Leased Premises, except structural repairs necessary for safety and tenant ability. Lessee shall, at its own cost and expense, keep in good repair all portions of the Leased Premises, including, but not limited to, windows, glass and plate glass, doors, any special store front, interior walls and finish work, floors and floor coverings, and supplemental or special heating and air conditioning systems, and shall take good care of the Leased Premises and its fixtures and permit no waste, except normal wear and tear with due consideration for the purpose for which the Premises are leased. Lessee shall maintain and replace, at its cost and expense, all light bulbs and fixtures in the Leased Premises. Any repairs required under this Paragraph, although paid for by Lessee, will be performed by Lessor unless otherwise approved by Lessor.

18. Lessee acknowledges that the roof, exterior, interior, plumbing, heating and air conditioning units, and fixtures on, upon, or within the Leased Premises are in good operating condition at the commencement of this Lease Agreement, and Lessee hereby accepts the Leased Premises "as is" and acknowledges that Lessor has made no representations or warranties, expressed or implied, regarding the condition of same.

19. Lessee shall take good care of the Leased Premises and any fixtures or improvements thereon during the term of this Lease Agreement, reasonable wear and tear accepted.

20. The Lessor shall not be liable for any damage to Lessee or Lessee's property, agents, employees, invitees, or guests, which may accrue on account of any defect in said building, or in said premises, or from rain, wind, an act of God, or other causes.

21. Lessee shall not assign this Lease or sublet the Leased Premises, or any part thereof, without the written consent of the Lessor, which consent shall not be unreasonably withheld.

## **MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

22. Lessee agrees to acquire in its name and pay the cost of any electricity, water, gas, and phone service used in or upon the Leased Premises, which electricity, water, gas, and phone service shall for the purposes of this lease hereafter be referred to collectively as "utilities". Lessor shall be responsible for paying the costs of any utilities the consumption and uses of which can be directly attributed to the use or consumption by Lessor. Lessee shall promptly pay when due and keep current all charges for utilities used in or upon the Leased Premises, except as may be otherwise limited herein, and Lessee shall be responsible for and shall pay all charges for waste disposal, pest control, and janitorial services as same may come due.

23. Lessee shall be permitted to operate its business contemplated herein under such business or trade names as may be determined by Lessee so long as the business conducted is within the express purposes and uses agreed to.

24. The Lessee agrees to pay each installment of rent required hereunder by the time said rent is due, and to faithfully perform each of the conditions and covenants of this Lease. Upon Lessee's failure to pay any installment of said rent, or violation of any provisions of this Lease, the Lessor shall have the right to re-enter and take possession of the Leased Premises. Such re-entry shall not bar the recovery of rent or damages for any breach of this Lease, nor shall the receipt of rent after condition broken be deemed a waiver of any breach of this Lease.

In the even the Lessee defaults in the payment of any installment of rent, defaults in or fails to keep any other promises, covenant, or undertaking in the Lease and such default continues for as much as thirty (30) days after written notice thereof by Lessor or Lessee, Lessor may terminate this Lease, such termination to be effective immediately.

25. In the event the Lessee abandons the Leased Premises, the Lessor shall have the right to re-enter and take possession of the Leased Premises and sublet all or any portion of same. Any proceeds obtained from said sub-tenant shall be applied to any outstanding balance on the account of Lessee though subletting all or any portion of the Leased Premises shall not release the Lessee from any liability or obligation under the terms of this Lease. Such re-entry shall not bar the recovery of rent or damages for any breach of this Lease, nor shall the receipt of rent after condition broken be deemed a waiver of any breach of this Lease. The Lessee shall remain obligated for any difference between the rents obtained from any sub-tenant and any other sums due under this Lease Agreement.

26. This Lease Agreement may be terminated by Lessor upon giving \_\_\_\_\_ (\_\_\_\_) days notice to Lessee, and, in such event, Lessee shall only be obligated for the payment of rent due through such date of termination. In the event the date of termination shall be prior to the last day of a month, the rent due for the month of termination shall be prorated through the date of termination.

27. Lessor shall not grant any interest to any third party in the Leased Premises without prior consent of Lessee, which consent shall not be unreasonably withheld.

28. This Lease Agreement may be amended from time to time as may be of mutual benefit to the parties hereto. No amendment or modification of this Lease shall be deemed effective unless and until executed in writing by the parties hereto.

## MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012

29. All notices and demands authorized or required to be given to the parties hereto may be served upon such parties in person or by first class mail at the following addresses:

To LESSOR at:

Limestone County Commission  
ATTN: Chairman  
310 W. Washington Street  
Athens, AL

To LESSEE at:

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Any address for notice may be changed during the term of this Lease Agreement as may from time to time be necessary upon notification to the other party within ten (10) days thereof.

30. Lessee shall not allow or permit any unlawful or undesirable business to be conducted in, on, or about the Leased Premises.

31. When the Leased Premises are not in use by the Lessee, all trash shall be removed from the Leased Premises upon Lessee leaving the Leased Premises and all such trash may be placed in any trash receptacles placed by Lessor on the Leased Premises. Lessee shall not leave any burning objects such as candles; shall make sure any appliances such as a stove, microwave, irons, curling irons, heaters, and dishwashers are turned off; that no water is left running and no toilets are running; and, that all exit doors are locked. If Lessee finds any problems with the foregoing it shall be the Lessee's responsibility to contact the Lessor immediately at any other number which may be designated by Lessor.

32. No alteration or addition to the Leased Premises shall be made without first obtaining Lessor's prior written consent, which Lessor may grant or withhold for any reason or for no reason, and if Lessee's alterations, additions, actions, omissions or occupancy of the Premises shall cause the rate of fire or other insurance either on the Building or the Leased Premises to be increased, Lessee shall pay, as additional rent, the amount of any such increase promptly upon request by Lessor. Any erections, alterations, additions, fixtures and improvements, whether temporary or permanent in character (except only the trade fixtures and movable furnishings of Lessee) made in or upon the Leased Premises, shall be and remain Lessor's property and shall remain upon the Leased Premises at the expiration or earlier termination of this Lease, with no compensation to Lessee. Lessor though reserves the right to require Lessee to remove any such improvements or additions at the termination hereof or within fifteen (15) days thereafter. Lessor may, at its election, repair any damage to the Leased Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, alterations, improvements and installations, and all costs for such repairs shall be at Lessee's expense.

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

33. Lessee shall at the expiration of this lease return the peaceable possession of the premises to the Lessor in as good of a condition as received, normal wear, tear, and aging excepted.

34. In the event this lease should expire without renewal and the Lessee continues thereafter in possession of said premises, it is agreed that the Lessee shall remain as a tenant-at-will on a month-to-month basis.

35. Lessor reserves the right to enter upon and inspect the Leased Premises at such reasonable times as Lessor may deem necessary. Lessor further reserves the right to enter upon the Leased Premises to make such repairs, additions, or alterations as Lessor may deem necessary, and, in such event, Lessor shall give reasonable notice to Lessee that such repairs, additions, or alterations are to be made. Lessor further reserves the right to enter upon the Leased Premises to show same to a prospective tenant or purchaser.

36. Lessor warrants and represents that it has full right and power to execute and perform this Lease and to grant the rights to the Leased Premises demised herein. Lessor further warrants that Lessee, upon complying with the terms herein, shall peaceably and quietly have, hold, and enjoy the Leased Premises and all rights and privileges belonging in or otherwise pertaining thereto during the full term or any extensions thereof.

37. If the Lessee shall fail to pay rent when due or default or violate any other provisions of this Lease Agreement, the Lessor shall be entitled to any such remedies provided either at law or in equity. In any dispute, lawsuit or court action brought by Lessor against Lessee, and arising out of or under this Lease, if Lessor prevails in such dispute or lawsuit, or the parties reach a settlement of any such dispute, Lessor shall be entitled to and shall collect from the Lessee its reasonable attorneys' fees, expenses, and court costs reasonably and actually incurred with respect to enforcing Lessee's default and/or nonperformance of the lease.

38. This Lease Agreement shall be construed under and in accordance with the laws of the State of Alabama.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their seals and executed this Lease Agreement effective on the day and date first above written.

**LESSOR:**

**THE LIMESTONE COUNTY COMMISSION**

By: \_\_\_\_\_  
Its: Chairman

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**INDIVIDUAL LESSEE:**

**MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

**INDIVIDUAL/BUSINESS LESSEE:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Gerald Barksdale, aye; James W. "Bill" Latimer, aye; and Bill Daws, aye. Motion carries unanimously.

Chairman Menefee stated he would like to set up meetings to help the citizens to better understand the unit system.

Commissioner Barksdale said if citizens want advice and education concerning the unit system they can go to the website of the Association of County Commissions of Alabama, at [www.alabamacounties.org](http://www.alabamacounties.org), and possibly get more information at [NACo.org](http://NACo.org).

Commissioner Latimer asked if there will be a smell ordinance or for lawns that are over grown, etc.

## **MINUTES, LIMESTONE COUNTY COMMISSION, SEPTEMBER 4, 2012**

Sheriff Blakely said there are laws on the books to address noise. When a Deputy is called out and if the noise is still going on, the Deputy has them turn it down. People can swear out a warrant if they desire.

Commissioner Daws thanked Chairman Menefee for removing the unit system from the agenda and would like to see it presented to the people for a vote.

Recessed at 10:52 a.m. until 10:00 a.m. on Wednesday, September 12, 2012, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.